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6/30/99

AGREEMENT

between

CITY OF MASON

-and-

CAPITOL CITY LODGE #141  
FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC.

MASON POLICE DEPARTMENT  
SUPERVISORY DIVISION

Contract Term: 7/1/96 to 6/30/99

*Mason, City of*

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## PREFACE

The City of Mason and Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc., Mason Police Department Supervisory Division, recognize their moral and legal responsibilities under Federal, State and Local laws relating to fair employment practices.

The City and the Union recognize the moral principles involved in the area of Civil Rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color or national origin.

## AGREEMENT

THIS AGREEMENT is entered into the 27th day of March, 1997, between the CITY OF MASON and the CAPITOL CITY LODGE #141, F.O.P. LABOR PROGRAM, INC., MASON POLICE DEPARTMENT, SUPERVISORY DIVISION.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties involved, and further, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

### ARTICLE 1 - RECOGNITION

Section 1: Recognition. The City hereby grants sole and exclusive recognition to the Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc. for the purpose of collective bargaining for all Supervisory Officers covered by the bargaining unit.

Section 2: Definition of the Bargaining Unit. The bargaining unit consists of all regular, full-time, sworn police officers of the Police Department of the City of Mason whose positions are classified as Sergeant. The positions of the Chief's Secretary, Patrolman, and Corporal shall be excluded from the bargaining unit.

### ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: The Union recognizes that the City reserves and retains, solely and exclusively, all rights to manage and operate the City's affairs.

Section 2: The City, on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, duties, authorities and responsibilities conferred upon and vested in it by its Charter and the laws of the Constitution of the State of Michigan. Such rights, by way of illustration, but not of

limitation, being partially set forth as follows:

- A. To manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, the control of material, tools and equipment to be used and the discontinuance of any materials or method of operation which it deems necessary for the public good.
- B. To introduce new equipment, methods and procedures, change or eliminate existing equipment and methods and to decide on material, supplies, equipment and tools to be purchased and used.
- C. To determine the type, number and location of all facilities, materials, equipment and installations.
- D. To hire, assign and lay off employees in accordance with applicable state laws and in accordance with this Agreement.
- E. To supervise and direct the work force, assign work and determine the number of employees to be assigned to operations whenever and wherever, in the judgment of its authorized supervisors, the same shall be deemed necessary and proper.
- F. To establish, change, combine or discontinue job qualifications and assign job duties, content and classification and to establish wage rates for any new or changed classifications.
- G. To determine lunch, rest periods, departmental meeting times and places, starting and quitting times and the number of hours to be worked.
- H. To establish work schedules.
- I. To establish and revise and enforce working rules and carry out Police Procedures and general improvement programs deemed necessary.
- J. To determine the size of the work force and to increase or decrease the same, to abolish the Department and to contract Police work out in whole or in part in the discretion of the City, subject to the terms of this contract.
- K. To permit Police Officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the City, this is necessary for the conduct of municipal service.

- L. To discipline and discharge employees for cause.
- M. To transfer, promote and demote employees from one classification, department or shift to another.
- N. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

Section 3: The City agrees to notify (except in cases of emergency) the employees' representative of the Union of any amendments and regulations in advance of their effective date.

Section 4: The applicability of this Article shall be limited to the extent of the specific terms and conditions as hereafter provided for in this Agreement.

### **ARTICLE 3 - MANAGEMENT SECURITY**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or in any degree with the services the City during the terms of this contract.

### **ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

Section 1: The City will not discriminate against any employee because of membership in the Union.

Section 2: Check-Off.

- A. The City agrees to deduct from the regular monthly pay or each employee who has an executed Check-Off Authorization Form on file, the Union dues for the following month's dues; this is subject to all of the following subsections.
- B. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning the subject or any interpretation(s) made thereof.
- C. The Union shall exclusively use the following Check-Off Authorization Form as herein provided for:

DUES CHECK-OFF FORM

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$\_\_\_\_\_ per month, or an amount authorized in writing by our local unit President and/or Treasurer to the Treasurer of the Local Union of Government.

The amount deducted for the labor fee shall be paid to the Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc., located at 5195 Jet Drive, Lansing, Michigan 48911.

(Print)	Last Name	First Name	Middle Initial
Address	City	State	Zip
Social Security Number	Signature	Date	

- D. A representation fee, one hundred percent (100%) of monthly Check-Off dues to the Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc. will be paid by any supervisory employee hired by the City of Mason for the Mason Police Department. This includes Sergeant and not to exclude any supervisory position created either by the Chief of Police and/or City Administrator when said position falls under Police supervisory function and said employee does not wish to belong to the Union. This fee is designed to cover costs in bargaining with the City.

- E. All Check-Off Authorization Forms shall be filed with the City Administrator who may return any incomplete or incorrect completed form to the Union Treasurer, and no Check-Off shall be made until such deficiency is corrected.
- F. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- G. The Employer's remittance will be deemed correct if the Union does not give written notice to the City Administrator within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- H. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- I. Any dispute between the Union, the employee and the City Administrator which may arise whether an employee properly executed or properly revoked a Check-Off Authorization form, pursuant to this Article, shall be reviewed with the employee, a representative of the Union and the City Administrator or his designee. Union this matter is disposed of, no further deductions shall be made. The City assumes no liability for the authenticity, execution or revocation of the authorization form.
- J. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other Union members of the bargaining unit, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present employees, such payments shall commence immediately and for any new employees, the payment shall start within thirty one (31) days following the date of employment.



- K. Present employees who are members of the Union of the effective date of this Agreement and others who may subsequently join the bargaining unit and the Union in good standing as a condition of employment. Any employee who fails to comply with this requirement within thirty one (31) days shall be discharged by the Employer.

#### ARTICLE 5 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

#### ARTICLE 6 - UNION BARGAINING COMMITTEE

Section 1: The Bargaining Committee of the Union will include not more than one (1) member of the bargaining unit who is a non-probationary employee. The Union may also have one (1) alternate who will participate in negotiations in the absence of the regular representative. The Union bargaining committee may include up to two (2) additional non-employee representatives. The Union will furnish the Chief of Police with the name of the bargaining unit committee representative, as well as the alternate, if any, prior to the first bargaining meeting or any substitution changes thereafter.

Section 2: The Chief shall rearrange scheduling for the bargaining committee member insofar as possible to avoid placing the member on a tour of duty shift that would prohibit his attendance at bargaining sessions. Consideration shall be given to the ending of the tour of duty shift immediately preceding negotiations.

#### ARTICLE 7 - PROBATIONARY PERIOD

The probationary period for the rank of Sergeant shall be six (6) months. In the event of a promotion out of the Patrolman or Corporal rank, the position of the Patrolman or Corporal shall not be permanently filled and the Sergeant candidate shall not lose Patrolman or Corporal seniority until his probationary period has been completed.

## ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered on the basis of the last answer by management, if the Union does not move to the next step within the time limits. For the purpose of the grievance procedure, a working day shall be deemed to mean Monday through Friday, exclusive of holidays, Saturdays, and Sundays,

Section 2: A "grievance" is a claim reasonably and sensibly founded on a violation of a specific Article of the collective bargaining agreement between the City of Mason, Michigan, and the Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc..

A. STEP ONE. When an employee feels that he has a valid grievance within the definition as provided above, he shall, within five (5) working days after the act or incident complained of, present his grievance orally to the Chief of Police in an attempt to resolve the matter on an informal basis.

B. STEP TWO: If the employee and the Chief of Police are unable to adjust the grievance, it shall be reduced in writing and submitted by the employee representative of the Union within ten (10) working days of the act or incident complained of to the Chief of Police or Officer in Charge for resolution. All written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the Section(s) and subsection(s) of this contract alleged to have been violated or rules or regulations or orders alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations for appeal as hereinafter specified.

C. STEP THREE. If the grievance still cannot be satisfactorily resolved in Step Two, it shall be submitted to the City Administrator within fifteen (15) working days of the Chief of Police's answer or the time when such answer was due, as the case may be. The City Administrator will endeavor to resolve the matter with the Chief of Police and the Unit Representative.

D. STEP FOUR. If the grievance is not satisfactorily resolved in Step Three, a meeting shall be held within fifteen (15) working days between the City Administrator, Union Field Representative, and grievant.

E. STEP FIVE. If the Union is dissatisfied with the decision at Step Four, it may, within fifteen (15) work days and not thereafter, appeal the grievance to arbitration. The Union must notify the City in writing of such desire to arbitrate within fifteen (15) work days of the Step Four answer. In the event the Union should fail to serve such written notice, the matter shall be considered as settled on the basis of management's last answer in the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, the Union may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with its assistance and under its rules. The arbitrator shall be chosen from those located within the State

of Michigan. In the event that selection of an arbitrator is necessitated by receipt of a panel of arbitrators from the Federal Mediation and Conciliation Service, the arbitrator shall be selected by the parties alternately striking from the list of arbitrators with the right of first strike reserved to the Union.

Section 3: Arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change rates, unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

The expenses of the arbitrator shall be shared equally between the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement. It shall be final and binding on the Union and on all bargaining unit employees, and on the Employer.

An employee will elect either the grievance and arbitration forum as set forth or the appropriate forum set forth under any law, but not both.

#### ARTICLE 9 - SPECIAL CONFERENCE

Special conferences will be arranged between the Union and the Employer or their designated representatives, at a mutually convenient time and place when there are important matters to be discussed. Such conferences may be attended by up to two (2) Union representatives and two (2) Employer representatives. Requests and arrangements for such special conferences shall be made in writing together with an agenda of the matters to be discussed at the meeting. Matters taken up at the special conference shall be confined to those included on the agenda.

#### ARTICLE 10 - WAIVER

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### ARTICLE 11 - DISCHARGE AND DISCIPLINE

When the City determines that discipline or discharge is necessary, nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge include, but are not limited to: dishonesty, careless use and abuse of City property, insubordination, gross negligence in the performance of duties and gross incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union shall have the right to file a complaint, which must be in writing, with the City within ten (10) work days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided excepting that the written complaint shall be considered as a petition to the City Council (as provided by the City Charter, Chapter 4, Section 4.6) and shall go directly to the Council for its consideration. If no complaint is filed within the specific time, then said discharge shall be deemed to be final.

The City, by its Chief of Police, may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this Agreement.

#### ARTICLE 12 - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City, since which he has not quit or retired. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs, due to a lack of work or funds.

A. "Rank Seniority" shall mean the length of continuous service commencing from the date of the employee's service in his particular rank(s).

Section 2: Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority, showing name, position class and seniority date, and shall furnish a copy to the Union in March of each year.

### ARTICLE 13 - LAYOFF, RECALL AND PROMOTIONS

Section 1: Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2: Order of Layoff.

A. No permanent or probationary supervisor shall be laid off from his position in the Police Department while any seasonal, temporary or provisional employees are severing in the same position class in that department.

B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in reverse order of seniority in the position classes affected.

Section 3: Demotion in Lieu of Layoff. Except as provided below, a supervisor subject to layoff who so requests, shall, in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4: Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice in writing.

Section 5: Preferred Eligible Lists.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced with the Police Department. Employees laid off shall have their names placed on a preferred eligible list in order of seniority for each class from which displaced.

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on this list for a period of time equal to his seniority at the time of his layoff or two (2) years,

whichever is lesser. Employees shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

Section 6: Recall and Layoff.

A. Supervisors to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

B. Supervisors who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

Section 7: Restoration to Positions from which Demoted.

Employees to be restored to positions from which they have been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

Section 8: Physical Examinations. An officer laid off for one (1) year shall be rehired; however, only if he submits to and passes a physical examination by a physician selected by the City as to his physical fitness. If the officer recalled feels aggrieved by the conclusion of the physician, he may file a petition for review by the City Council under Chapter 4, Section 4.6 of the City Charter and he may be represented by a representative of his choice.

Section 9: Promotions. Promotions within the department shall be based on merit, which shall include, but not be limited to, professional competency, education and professional training, character, and experience, work record, attitude and cooperation in implementing departmental policies and procedures, loyalty and dedication, good manners and professional community involvement. All conditions being equal, due consideration shall be given to seniority status.



#### ARTICLE 14 - LOSS OF SENIORITY

An employee shall lose his status as an employee and his seniority, if:

1. He resigns or quits.
2. He is discharged or terminated for just cause and not returned through the grievance procedure.
3. He retires.
4. He does not return to work from layoff within ten (10) calendar days after being noticed to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the City Administrator. An employee who changes his address must notify the City of the change.
5. He has been on a layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee.
7. He is convicted of a felony, O.U.I.L., O.U.I.D., or per se.

#### ARTICLE 15 - UNIFORMS

Section 1: In the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer. The following items shall be issued to the officers at the City's expense:

- one (1) pair black leather shoes
- one (1) pair black leather gloves
- one (1) car jacket
- four (4) pairs of pants
- four (4) shirts - long sleeve
- four (4) shirts - short sleeve
- two (2) ties
- one (1) rain coat
- one (1) uniform hat

one (1) Sam Brown belt  
one (1) set of badges  
one (1) name plate  
one (1) tie bar  
one (1) protective vest  
one (1) set of handcuffs  
one (1) service weapon  
one (1) whistle with chain  
one (1) Garrison belt  
one (1) laminated picture I.D. card  
sufficient and adequate amount of ammunition for firearms  
training  
one (1) winter hat

Section 2: It is understood that upon termination of employment, an employee's final pay is to be withheld until he has turned in all clothing and equipment that was issued to him, in good condition, reasonable wear and tear expected.

Section 3: Dry cleaning and laundering of officer's uniforms shall be processed as to times and place by the department head. The cost of laundering and cleaning and permissible alterations of uniforms shall be borne by the City; however, the frequency of cleaning and laundering shall be subject to the approval of the Chief.

#### ARTICLE 16 - HOURS OF WORK

The normal work week shall consist of forty (40) hours of work. The normal work day shall consist of eight (8) hours of work including two (2) fifteen (15) minute work breaks, unless the employee is working as a road sergeant in which case both the lunch and work breaks shall be considered in the hours worked.

#### ARTICLE 17 - WAGE RATE

An employee shall receive an hourly rate for service performed not exceeding the total annual wage referred to as his basic wage, as set forth in Appendix "A" hereto attached, and which represents compensation for services in Article 16 above, for two thousand eighty (2,080) hours of service. The hourly rate shall be determined by dividing two thousand eighty (2,080) hours into the

total applicable basic wage. The hourly rate thus determined shall be the base rate per hour of compensation and shall be used in computing any overtime authorized under this Agreement.

#### ARTICLE 18 - LUNCH AND WORK BREAKS

An employee on duty shall be entitled to one (1) hour for each eight (8) hour work day for lunch and work breaks, which shall be divided into two (2) fifteen (15) minute periods and a thirty (30) minute meal period which shall be taken at the good judgment of the employee, and as the needs of the Department permit.

#### ARTICLE 19 - SICK LEAVE

An employee shall accumulate and be credited with 8 hours of sick leave per month up to a maximum of twelve hundred (1,200) sick leave hours. If an employee is separated from service by death or retirement, he, his spouse or his legal representative shall be entitled to one half (1/2) of accumulated unused sick leave, not to exceed six hundred (600) hours, computed at his last daily rate of pay. Sick leave is to be used only for acute personal illness, or incapacity, and medical or dental treatment necessary and not obtainable on off-duty hours. Employees shall report to the Chief of Police or Officer in Charge of the expected absence at least one (1) hour prior to his tour of duty and shall state the illness or reason. The Chief of Police shall cause a log to be kept of all calls concerning sick leave with the reason and the time of report in and the time of the tour of duty and maintain a permanent file thereof in his office. The Chief of Police or his designated representative may communicate with the officer directly or members of the officer's immediate family only, on the first day of sick leave, to investigate the possible abuses of the sick leave privilege. Upon three (3) days successive absence, the Chief of Police may request and receive a written diagnosis from the officer's physician and/or may, at his discretion, demand the officer to submit to an examination by a physician selected by the City. In the event the City designates the physician's

examination, the City shall pay the cost of the physician's examination. Abuse of this privilege shall subject the officer to discharge or discipline in the discretion of the Chief.

A probationary officer shall not receive sick leave benefits; however, upon completion of his probation, he shall be entitled to be reimbursed for sick leave previously deducted from his pay checks up to the amount then accumulated and the balance, if any, shall be credited to him in the same manner as if he had not been a probationary employee.

No sick leave or vacation credit shall be earned while on unpaid leave of absence.

Payable on December 1st of each year, the employee may, at his option, be paid twenty five percent (25%) of his earned, but unused, sick leave for that year. If he converts his portion of his sick leave to cash, that portion shall be deducted from his accumulated sick leave.

#### **ARTICLE 20 - VACATIONS**

Officers shall receive vacation based on the length of continuous employment as herein set forth.

1 Year to 5 Years	Two weeks or 80 working hours
5 Years to 10 Years	Three weeks or 120 working hours
10 Years and Over	Four weeks or 160 working hours

Vacation shall be taken each year and all requests shall be made a month in advance prior to vacation leave. In granting vacation, the Chief shall attempt to comply with the reasonable requests of the employee. The Chief shall not grant vacation leave where, in his judgment, the times and length of vacation leave will interfere with the scheduling needs of the safe and efficient operation of the Department.

Vacation leave, not to exceed a maximum of five (5) days, may be carried over from one (1) calendar year to the next calendar year, with the approval of the Chief of Police and the City Administrator, provided, however, that the request for carryover of vacation leave must be submitted fifteen (15) days prior to the

anniversary date of the employee.

Every third (3rd) year, ten (10) days may be carried over to take an extended vacation, provided, however, that the request is submitted in accordance with this Section.

#### ARTICLE 21 - HOLIDAYS

Section 1: Paid Holidays. The annual wage rate includes pay for the following designated holidays:

The Day Before New Year's Day  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The Day After Thanksgiving Day  
The Day Before Christmas  
Christmas Day

Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. If the day the holiday is observed falls on a leave day, then the employee shall receive another day off with pay at a time agreeable to the Chief and the employee.

Section 2: Worked Holidays. It is expected, by reason of the nature of police work, supervisory officers may be assigned to work on one or more of the holidays enumerated.

Supervisory officers working an assigned shift on holidays will be paid the rate of double (2 times) the regular rate of pay.

#### ARTICLE 22 - OVERTIME

It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal work week, when authorized by the department head. It does include training sessions, consultations with prosecuting officials or signing complaints, but if directed by the said officer shall be compensated at the hourly rate of that officer for the time actually worked but not less than

one (1) hour.

All officers on duty shall be paid for overtime at the rate of one and one half (1 1/2) times his regular rate of pay.

- A. Call in Time. For any pre-posted assignment in which an off-duty officer is assigned, he shall be paid for a minimum of two (2) hours at the overtime rate. For any emergency call-in of off-duty officers, they shall be paid for a minimum of two (2) hours at the overtime rate.
- B. Compensatory Time Off. The Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc. agrees to waive all rules and regulations regarding the use of Compensatory Time earned and used in the same pay period.

In view of this, the Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc. agrees to the current rate of one and one-half (1 1/2) hours of compensatory time off for every one (1) worked and to take such time off during the contract period year. A maximum compensatory time build up of forty (40) hours is allowed.

#### ARTICLE 23 - ON-CALL

It is expected, by reason of the nature of the police work, supervisory officers maintain an on-call status. "On-call" as provided in this Article means that a command officer maintains an ability to be contacted for consultation throughout the assigned on-call period. While the Employer does not require that the command officer who is on call remain physically located within the City during the on-call, the command officer assumes responsibility to be able to respond promptly to a call for personal assistance or establish that another command officer will be available should personal supervision be needed.

- A. Call In -- Non-Holiday. Should an on-call command officer be called in on a non-holiday, the rate of compensation will be one and one half (1 1/2) times his regular rate of pay or compensatory time off as specified in Article 22(B) with a minimum of two (2) hours. The rate of pay may be in overtime or compensatory time or any combination thereof.
- B. Call In -- Holiday. Should an on-call command officer be called in on a holiday, the rate of compensation will be at two (2) times his regular rate of pay with a two (2)

hour minimum or the equivalent of compensatory time off, or any combination thereof.

- C. Supervisory Officers who are required to maintain "ability to be contacted" during any/or all off-duty, non-scheduled work periods shall be compensated at one percent (1%) of their regular hourly base rate of pay for all such hours. Effective the first full payroll period after this agreement is signed the rate will be two percent (2%).

#### ARTICLE 24 - PERSONAL LEAVE DAYS

The Sergeant is expected to be on-call on alternating week and weekends and shall be compensated for being on-call by receiving six (6) personal days per annum, only two (2) of which may run consecutively. The days off will be granted at the discretion of the Chief of Police.

#### ARTICLE 25 - RETIREMENT

The City of Mason is a member of the Michigan Municipal Employees Retirement System, which is managed in accordance with the provisions of Act 427, P.A. 1984 (Section 38.1501 MCL et seq.), as amended. The City agrees to pay, on the behalf of each regular full-time employee who is or becomes a member, such amount as may be necessary under its membership plan. The retirement plan, B-2 with F55 (15 years) will be modified as soon as reasonably practicable after the signing of this Agreement, but no sooner than March 31, 1997, to the B-4 with F55 (15 years). Employee contributions will be increased by 6.49% effective the first full payroll period after the B-4 plan becomes operable. It is understood and agreed that the differential between contributions paid by employees to maintain the B-2 F55/15 and to improve the plan to the B-4 F55/15 shall be assumed by bargaining unit employees. The Employer shall have the right, at its expense, to have the actuarial cost of the B-4 improvement redetermined no more frequently than once every two (2) years. Should a subsequent actuarial evaluation(s) establish the need to modify the employee's contribution in order to maintain the B-4 Plan, then and in that

event, the employee contribution shall be adjusted accordingly, either upward or downward, effective the first full payroll period following receipt of the actuarial report.

**ARTICLE 26 - INSURANCE COVERAGES**

Section 1. All regular, full-time, employees, their spouse and dependent children, are eligible for group hospital and medical benefits under the Blue Cross/Blue Shield with Master Medical II Group Policy No. 68914-001, in accordance with and subject to the provisions and limitations therein. A brief outline of benefits provided under this policy is included in Appendix B.

The Blue Cross/Blue Shield Plan is the Employer's base plan. The Employer, during the life of this Agreement, agrees to pay up to the following amounts for health care coverage commencing September 1 of each year of this Agreement:

	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
September 1, 1996	\$205.32	\$431.19	\$482.49
September 1, 1997	\$215.58	\$452.75	\$506.61
September 1, 1998	\$226.36	\$475.39	\$531.94

The above contributions are based upon the Blue Cross/Blue Shield coverage and shall be applied to all full-time employees with seniority. Probationary employees are eligible for the above contributions after ninety (90) calendar days from their most recent date of hire.

Any employee who elects health care coverage, the cost of which exceeds the amount of monthly Employer contribution will contribute the difference on a monthly basis through payroll deduction.

In no event will the Employer be obligated to pay any differential compensation to an employee whose health insurance monthly premium costs are less per month than those set forth



above.

Any employee electing to transfer from one hospitalization insurance coverage to another must notify the Employer in writing of this intent at least two (2) weeks prior to the open enrollment period August 1 to August 20.

Section 2: Accidental Death and Dismemberment Insurance. All regular, full-time officers are eligible for a thirty thousand dollar (\$30,000.00) Accidental Death and Dismemberment Insurance Policy with double indemnity.

The City will pay one hundred percent (100%) of the annual premium on said policy for each year said officer is employed by the City.

Section 3: Retiree Health Benefits. For any employee retiring at age 55 or over and having 25 years or more of continuous and credited service with MERS, the City will pay 50% of the cost of the retiree's group hospitalization coverage and the retiree will pay the balance of the single subscriber rate as well as the full cost of coverage for his/her dependents. Coverage will be complementary with Medicare/Medicaid when an employee is eligible for Medicare/Medicaid. Payments shall be made to the City quarterly in advance. Should required payments not be made at the prescribed times, the City will cancel coverage for the retiree and if applicable for his/her dependents.

**ARTICLE 27 - COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The City will carry, during the term of this Agreement, bodily insurance and property damage insurance for acts of negligence of its officers in the operation of police vehicles while on duty and in the course of employment and will pay one hundred percent (100%) of the premiums.

**ARTICLE 28 - SOCIAL SECURITY AND WORKER'S COMPENSATION**

The City will carry Worker's Compensation Insurance on each officer and will pay all premiums thereon. Also, the City will appropriate and pay, as an Employer, its share of old age and survivors insurance (Social Security).

**ARTICLE 29 - PERSONAL INJURY LIABILITY INSURANCE**

The City has caused to be issued, in connection with its comprehensive commercial policy, a personal injury liability coverage endorsement for false arrest, false imprisonment, etc., as is more particularly set forth in said policy, which is incorporated herein by reference, and which will be extended to the members of the Mason Police Force, in accordance with the terms thereof on ratification of this contract. The City will pay one hundred percent (100%) of the premium cost of said protection.

The Union agrees that the City is not a self-insurer and its liability does not extend beyond the terms of said policy; however, the City agrees to represent the supervisors in any suit brought against a command officer by other City employees provided,

however, that any action against a command officer must arise out of the command officer's employment with the City.

#### ARTICLE 30 - LONGEVITY

Each full-time employee who has completed five (5) years of continuous employment by December 1st shall receive two hundred fifty dollars (\$250.00) additional compensation each year, plus an additional compensation of twenty five dollars (\$25.00) for each year of continuous employment beyond five (5) years.

Longevity payment shall be made with the first pay period in December. Payments due shall be computed on total years of service completed by December 1st of the years to be compensated. Payment will not be made for partial years of service. No payment shall be made to an employee who leaves the service of the City prior to December 1st except in the case of retirement, death, or permanent disability and then the total amount shall be prorated.

#### ARTICLE 31 - FUNERAL LEAVE

An employee with authorization from the Chief of Police may be granted up to three (3) working days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife of husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the employee's household.

The Chief of Police may grant additional time, if requested, based upon extenuating circumstances.

**ARTICLE 32 - PRESCRIPTION RIDER**

The City shall provide a prescription rider, with the employee paying the first ten dollars (\$10.00) of any prescription unless an employee elects coverage under an HMO in which case the prescription co-payment shall be as determined by said HMO Plan.

**ARTICLE 33 - DENTAL INSURANCE**

The City shall provide to each employee the current Dental Insurance Plan, paid by the City, or a comparable Dental Plan through another carrier.

**ARTICLE 34 - COURT PAY**

Any employee who appears in Court or any other administrative tribunal during non-duty hours as a result of being subpoenaed on work related matters shall be paid at the rate of time and one-half (1 1/2) his/her normal base rate exclusive of any premiums, for all time actually worked but not less than one half hour. In the event that the employee's appearance is not contiguous with the beginning or end of the employee's normal scheduled shift, the minimum payment shall be two (2) hours. Payments for overtime and/or call back time shall not be duplicated for the same hours.

"Contiguous" means that the employee's appearance must run up to the beginning of the employee's shift or immediately after the employee's shift ends.

Any employee required to sign a complaint during off-duty hours shall be paid at the rate of one and one-half (1 1/2) times his normal rate of pay, exclusive of any premiums, for time actually spent, but not less than one (1) hour, providing such minimum is not contiguous with the beginning or end of his normally scheduled shift.

#### **ARTICLE 35 - OFF-DUTY DISABILITY INSURANCE**

The City agrees to attempt to obtain an optional Disability Insurance Program for supervisory officers. Cost of the premium will be borne by the employee.

#### **ARTICLE 36 - PHYSICAL EXAMINATION**

After two (2) years of continuous full-time employment and every second year thereafter, an employee will be entitled to take a physical examination to be given by the City doctor, the cost of which shall be borne by the City.

#### **ARTICLE 37 - JURY DUTY**

The sergeant, when required to perform jury duty, will be assigned to the day shift, and will not be required to report for his shift assignment. Further, all wages and benefits will still be earned, however, any witness fees minus mileage fees will be

submitted to the Chief of Police.

If the sergeant is released from jury duty prior to the end of the day shift, the sergeant will report to work for the balance of the day shift.

#### ARTICLE 38 - LOCKERS

Each sergeant shall be assigned a full-length locker, capable of being locked and capable of holding standard police equipment such as riot helmet, baton, raincoat and briefcase. The lockers shall be placed so as to provide adequate ventilation to prevent mildew.

#### ARTICLE 39 - AUTOMOBILES AND EQUIPMENT

The City will provide automobiles that are safe and capable of performing the necessary tasks.

#### ARTICLE 40 - SPECIAL PROGRAMS

Educational Requirements. The City and the Union recognize the necessity for on-the-job training. The City shall plan training programs and may require the attendance of the employee at the training sessions.

#### ARTICLE 41 - DEPARTMENTAL POLICIES

Departmental policies which apply to general day-to-day work duties that may result in disciplinary action in excess of a verbal reprimand shall be placed in writing. It is expressly understood, the above shall not apply to a direct order or accepted standard

police practice.

#### ARTICLE 42 - RESIDENCY

All bargaining unit personnel must live within five (5) miles of the City limits of the City of Mason. The residence must be located on a reasonable road so as to allow ingress and egress in inclement weather.

#### ARTICLE 43 - TERMS OF THIS AGREEMENT

Section 1: Ratification. The Union's Negotiating Committee shall submit to and secure ratification, prior to the submission of this Agreement to the City. The City shall act on this Agreement, after ratification by the Union, at the next regular meeting of the City Council, if submitted to the City Council at least three (3) days prior to the regular meeting.

Section 2: Effective and Termination Date. This Agreement shall become effective subject to the ratification process explained in Section 1 of this Article on July 1, 1996, and it shall continue in full force and effect until 11:59 p.m. on June 30, 1999, and for successive annual periods thereafter, unless not more than one hundred eighty (180), but at least sixty (60) days prior to the end of its original term of any annual period thereafter, either party shall serve upon the other written notice

that it desires termination, revision, modification, alteration, renegotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties have set their hands this 27<sup>th</sup> day of March, 1997.

FOR THE CITY

FOR THE UNION

Patrick M. Price

Patrick M. Price  
City Administrator

Russell W. Whipple

Russell W. Whipple  
Mayor

Robert M. McCormick

Edward J. Heide

[Signature]



APPENDIX "A"

Effective the first full payroll period after:

<u>Sergeant Without</u> <u>4 Year Degree</u>	<u>7/1/96</u>	<u>7/1/97</u>	<u>7/1/98</u>
0 to 6 Months	\$29,625.92	\$30,603.58	\$31,613.50
6 Months to 1 Year	\$30,894.79	\$31,914.32	\$32,967.49
1 Year to 2 Years	\$32,159.91	\$33,221.19	\$34,317.49
2 Years to 3 Years	\$34,692.33	\$35,837.18	\$37,019.81
3 Years and Over	\$37,224.79	\$38,453.20	\$39,722.16

  

<u>Sergeant With</u> <u>4 Year Degree</u>	<u>7/1/96</u>	<u>7/1/97</u>	<u>7/1/98</u>
0 to 6 Months	\$29,922.19	\$30,909.62	\$31,929.64
6 Months to 1 Year	\$31,203.74	\$32,233.46	\$33,297.17
1 Year to 2 Years	\$32,481.52	\$33,553.41	\$34,660.67
2 Years to 3 Years	\$35,039.26	\$36,195.55	\$37,390.00
3 Years and Over	\$37,597.04	\$38,837.74	\$40,119.38

BENEFITS	BCBSM CURRENT PLAN	BCBSM "NEW" PLAN
<b>II INPATIENT HOSPITAL CARE</b>		
Under conditions semi-private, meals, equipment, supplies, etc.	Covered 120 days, 60 day renewal under basic benefits. Additional days under Master Medical with no deductible or copays.	Covered 120 days, 60 day renewal under basic benefits. Additional days under Master Medical with no deductible or copays.
Pulmonary TB	30 days, 60 days renewal	30 days, 60 days renewal
<b>OUTPATIENT HOSPITAL CARE</b>		
Emergency Room Accidental Injury and Medical Emergency	Covered	Covered
Physical Therapy	Covered up to 60 consecutive days per condition, additional benefits under Master Medical subject to deductible and 10% copay	Covered up to 60 consecutive days per condition, additional benefits under Master Medical subject to deductible and 10% copay
<b>SPECIALTY HOSPITAL FACILITY PROGRAMS</b>		
Home Health Care	3 visits for each unused hospital day under basic benefits	3 visits for each unused hospital day under basic benefits
Selected Human Organ Transplant	Covered in approved facilities subject to 9 month pre-existing waiting period for new hires. No deductible or copay	Covered in approved facilities subject to 9 month pre-existing waiting period for new hires. No deductible or copay
Organ Donor	Covered up to lifetime maximum; contact BCBSM for current dollar maximum. No deductible or copay.	Covered up to lifetime maximum; contact BCBSM for current dollar maximum. No deductible or copay.
<b>III MENTAL HEALTH AND SUBSTANCE ABUSE CARE</b>		
Outpatient Psychiatric Care	30 days covered in full under basic benefits. Additional days covered under Master Medical subject to deductible and 25% copay up to lifetime maximums.	30 days covered in full under basic benefits. Additional days covered under Master Medical subject to deductible and 25% copay up to lifetime maximums.
Outpatient and Hospital-Based Residential Substance Abuse Care	30 days covered in full; 60 day renewal	30 days covered in full; 60 day renewal
Inpatient and Non-Hospital Based Residential Substance Abuse Care	Covered in full up to annual state mandated maximum. (1994 - \$2,631)	Covered in full up to annual state mandated maximum. (1994 - \$2,631)
Outpatient Psychiatric Care	Covered under Master Medical subject to deductible and 25% copay up to annual and lifetime maximums.	Covered under Master Medical subject to deductible and 25% copay up to annual and lifetime maximums.
<b>OBSTETRIC/SURGICAL CARE</b>		
Antenatal Care	Covered	Covered
Delivery	Covered	Covered
Delivery: Delivery Only	Covered	Covered
Post-Natal Care	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Post-Natal Medical Visits	Covered unlimited visits.	Covered unlimited visits.
Post-Natal Hospitalizations	Covered	Covered

BENEFITS	BCBSM "OLD" PLAN	BCBSM "NEW" PLAN
MEDICAL/SURGICAL CARE continued		
Individual Case Management	Covered	Covered
Emergency Care (Physician)	Covered up to \$15 for accident/medical emergency: MM subject to deductible and copay	Covered up to \$15 for accident/medical emergency: MM subject to deductible and copay
Laboratory/Pathology Outpatient	Covered subject to a \$5 or 10% copay whichever is greater, per test	Covered subject to a \$5 or 10% copay whichever is greater, per test.
Routine Pap Smears	Not Covered	Not Covered
Voluntary Sterilization	Not Covered	Not Covered
Diagnostic and Therapeutic Radiology	Covered: Subject to \$5/10% copay per test	Covered: Subject to \$5/10% copay per test
Diagnostic Services EKG, EEG, MRI	Covered: Subject to \$5/10% copay per test	Covered: Subject to \$5/10% copay per test
Office Visits: Non-Routine	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Office Visits: Routine, Annual Physicals	Not Covered	Not Covered
Allergy Testing/Therapy	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Well Baby Care	Not Covered	Not Covered
Immunizations	Not Covered	Not Covered
Ambulance	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Orthotics	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Intensive Nursing: Hospital or Home	Covered subject to deductible and 25% copay	Covered subject to deductible and 25% copay
Skilled Nursing Facility	Not Covered	Not Covered
Prescription Drugs	\$3 copay per prescription	\$10 copay per prescription
Routine Mammogram	Not Covered	Not Covered

7-1-90/6-30-93 FOP/MASON CONTRACT 7-1-93/6-30-95 FOP/MASON CONTRACT

BENEFITS	BCBSM "OLD" PLAN	BCBSM "NEW" PLAN
DEDUCTIBLES, COPAYMENTS, BENEFIT LIMITS		
	<p>Basic: No deductible; copayment; \$1 million maximum per covered specified human organ transplant.</p> <p>Master Medical:                      Deductible: \$50 per person, \$100 family per calendar year                      Copayments: 10% general services (out-of-pocket maximum, \$1,000 per calendar year); 25% mental health care and private duty nursing                      Maximums: \$1 million per member                      All Psychiatric Care: \$15,000 per member per year, \$30,000 per member lifetime                      Outpatient: \$2,000 per member per year; \$5,000 per member lifetime                      Participating Hospitals: 100% of covered benefits less applicable deductible and/or copays                      Non-Participating Hospitals: Inpatient care in acute-care hospitals \$70 a day, less applicable deductible and/or copays                      Inpatient Care in Other Hospitals: \$15 a day, less applicable copays                      Medical/Surgical Care: 100% of BCBSM's reasonable charge, less applicable copays and deductibles.</p>	<p>Basic: No deductible; copayment; \$1 million maximum per covered specified human organ transplant.</p> <p>Master Medical:                      Deductible: \$100 per person, \$200 family per calendar year                      Copayments: 10% general services (out-of-pocket maximum, \$1,000 per calendar year); 25% mental health care and private duty nursing                      Maximums: \$1 million per member                      All Psychiatric Care: \$15,000 per member per year, \$30,000 per member lifetime                      Outpatient: \$2,000 per member per year; \$5,000 per member lifetime                      Participating Hospitals: 100% of covered benefits less applicable deductible and/or copays                      Non-Participating Hospitals: Inpatient care in acute-care hospitals \$70 a day, less applicable deductible and/or copays                      Inpatient Care in Other Hospitals: \$15 a day, less applicable copays                      Medical/Surgical Care: 100% of BCBSM's reasonable charge, less applicable copays and deductibles.</p>

THIS IS NOT A CONTRACT. IT IS A BRIEF OUTLINE OF BENEFITS. EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE BENEFITS DESCRIBED. HOWEVER, IF STATEMENTS IN THIS DESCRIPTION DIFFER FROM THE APPLICABLE BLUE CROSS AND BLUE SHIELD OF MICHIGAN CONTRACTS, CERTIFICATES AND RIDERS, THEN THE TERMS AND CONDITIONS OF THOSE CONTRACTS, CERTIFICATES AND RIDERS WILL PREVAIL.